



To the Honorable Council
City of Norfolk, Virginia

April 8, 2014

From: David Sullivan, CIO, Communications and
Technology

Subject: Acceptance of \$34,180.00
from Nextel Communications of the
Mid-Atlantic, Inc. ("Nextel")

Reviewed: Sabrina Joy-Hogg, Assistant City Manager

Ward/Superward: Citywide

Approved:

Marcus D. Jones, City Manager

Item Number:

R-8

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** City of Norfolk

III. **Description**

This agenda item accepts \$34,180.00 in funds from Nextel Communications of the Mid-Atlantic, Inc. ("Nextel") to reimburse the City of Norfolk for costs the Division of Radio & Electronics incurred to reconfigure its 800 MHz radio system in accordance with the attached Frequency Reconfiguration Agreement (FRA) with Nextel.

IV. **Analysis**

Presented is an ordinance authorizing the City Manager to accept \$34,180.00 from Nextel Communications for work the City's Division of Radio & Electronics performed to reconfigure a portion of the City's 800 MHz radio system. This work was required for the City to be compliant with a Federal Communications Commission (FCC) initiative to reconfigure the 800 MHz radio spectrum nationwide to minimize harmful interference to public safety radio communications systems in that band.

V. **Financial Impact**

This \$34,180.00 payment is to support issues related to the reconfiguration of the City's 800 MHz radio system.

VI. Environmental

There are no environmental issues related to the reconfiguration of the City's 800 MHz radio system.

VII. Community Outreach/Notification

The FCC issued a report and order to reconfigure the 800 MHz band to minimize harmful interference to the public safety radio communications systems in the band.

VIII. Board/Commission Action

Recommendation: Adopt Ordinance.

IX. Coordination/Outreach

This letter has been coordinated between the Department of Communications and Technology and the City Attorney's Office.

Supporting Material from the Department of Communications and Technology:

- Ordinance

Form and Correctness Approved:

RAP

By *Martha P. Mc Gann*
Office of the City Attorney

NORFOLK, VIRGINIA

Contents Approved:

By *[Signature]*
DEPT. Information Technology

ORDINANCE No.

AN ORDINANCE APPROVING THE ACCEPTANCE OF \$34,180.00 IN FUNDS FROM NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC, INC. ("NEXTEL") TO REIMBURSE THE CITY OF NORFOLK FOR ITS COSTS TO RECONFIGURE THE 800 MHZ BAND IN ACCORDANCE WITH ITS FREQUENCY RECONFIGURATION AGREEMENT WITH NEXTEL PURSUANT TO ORDERS OF THE FEDERAL COMMUNICATIONS COMMISSION.

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WHEREAS, the Federal Communications Commission ("FCC") issued orders requiring that Nextel Communications of the Mid-Atlantic, Inc. ("Nextel") reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("FCC Orders"); and

WHEREAS, pursuant to the FCC orders, the City of Norfolk and Nextel entered into a Frequency Reconfiguration Agreement (the "Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to the FCC Orders and the Agreement, Nextel is required to pay the City of Norfolk an amount to effect a Reconfiguration of the City's affected frequency allocations ("Reconfiguration Costs"); and

WHEREAS, pursuant to the Agreement, the City certified that it incurred a \$34,180.00 in Reconfiguration Costs; and

WHEREAS, pursuant to the Agreement, Nextel has provided

that it incurred a \$34,180.00 in Reconfiguration Costs; and

WHEREAS, pursuant to the Agreement, Nextel has provided a check to the City in the amount of \$34,180.00 to pay for its Reconfiguration Costs; now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the acceptance of \$34,180.00 from Nextel to reimburse the City for its Reconfiguration Costs is hereby approved.

Section 2:- That the funds in the amount of \$34,180.00 are hereby appropriated and authorized for reimbursement of the City's Reconfiguration Costs, and the City Manager is hereby authorized to do all things necessary to accept the funds for such purpose.

Section 3:- That this ordinance shall be in effect from and after its adoption.

FREQUENCY RECONFIGURATION AGREEMENT

THIS FREQUENCY RECONFIGURATION AGREEMENT (this "Agreement") is made as of this 19th day of March, 2004 ("Effective Date"), by and between City of Norfolk, a municipal corporation of the Commonwealth of Virginia ("Incumbent"), and Nextel Communications of the Mid-Atlantic, Inc. ("Nextel"), a wholly owned indirect subsidiary of Nextel Communications, Inc., a Delaware corporation (each is referred to in this Agreement as a "Party" and collectively as the "Parties").

RECITALS

- A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order that modified its rules governing the 800 MHz band. The purpose of the order was to reconfigure the 800 MHz band to minimize harmful interference to public safety radio communications systems in the band ("Reconfiguration").
- B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004 and December 22, 2004 FCC orders, any binding actions issued by the Transition Administrator pursuant to its delegated authority under the orders ("Actions"), and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement, are collectively referred to as the "Order."
- C. Pursuant to the Order, Incumbent and Nextel are licensed on frequency allocations subject to Reconfiguration.
- D. Pursuant to the Order, Nextel will pay Incumbent an amount to effect a Reconfiguration of Incumbent's affected frequency allocations ("Reconfiguration Cost"). Incumbent will certify to the transition administrator appointed pursuant to the Order (the "Transition Administrator") that the Reconfiguration Cost is the minimum amount necessary to provide comparable facilities.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. **Frequencies to be Reconfigured:** Incumbent is the licensee under the license(s) granted by the FCC identified in Schedule A (the "Incumbent Licenses") for the operation of certain 800 MHz frequencies at the locations identified on Schedule A (the "Incumbent Frequencies"). Nextel, including its subsidiaries or affiliates, is the licensee under license(s) granted by the FCC (the "Nextel Licenses") for the operation of Specialized Mobile Radio ("SMR") systems on the frequencies and at the locations identified in Schedule B (the "Replacement Frequencies"). Pursuant to the Order, Incumbent must relinquish the Incumbent Frequencies and relocate its system to the Replacement Frequencies.

2. **Frequency Reconfiguration Process:**

(a) On or before the Closing Date (as defined below) (i) Nextel or Incumbent will cause the modification of the Incumbent Licenses to add the Replacement Frequencies or Nextel will cause the creation of a new FCC license for Incumbent that includes the Replacement Frequencies; (ii) Incumbent will cause the assignment of the Incumbent Frequencies to Nextel or will cause the deletion of the Incumbent Frequencies from the Incumbent Licenses following Reconfiguration of Incumbent's system; and (iii) Nextel will cause the modification and/or cancellation of the FCC licenses it holds for the operation of 800

MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b) ("Section 90.621(b)"), as such rule may be amended from time to time by the FCC.

(b) The parties agree that Nextel will make the FCC assignment filings for the Replacement Frequencies on a future date to be determined by the parties through mutual agreement. The Incumbent reserves the right to make its own FCC filings for the Replacement Frequencies on such mutually agreed date, rather than relying on Nextel to do so, by so notifying Nextel in accordance with the Notice provision of this Agreement.

3. Reconfiguration Costs:

(a) Acknowledgement of Obligations. Incumbent agrees that:

(i) the cost estimate set forth in Schedule C (the "Cost Estimate") sets forth all of the work required to reconfigure Incumbent's existing facilities to comparable facilities that will operate on the Replacement Frequencies;

(ii) all costs incurred for internal labor as identified on the Cost Estimate must be consistent with the Transition Administrator Incumbent Labor Rate Reimbursement Policy as set forth at www.800TA.org;

(iii) in the event Incumbent has applied for a Special Temporary Authority ("STA") to operate on the Replacement Frequencies and the FCC does not approve the STA prior to the Closing Date, any costs related to the STA incurred by Incumbent or any Vendor will not be reimbursed to Incumbent or the applicable Vendor; and

(iv) after all of the work contemplated by the Cost Estimate has been performed in accordance with this Agreement and accepted and approved by Incumbent, provided, such approval shall not be unreasonably withheld, and Nextel has paid all amounts required by this Agreement, the Incumbent's reconfigured system shall be deemed for all purposes of the Order to be "comparable" to Incumbent's existing system prior to Reconfiguration, and Nextel shall be deemed to have satisfied its obligations under the Order to pay the cost of relocating Incumbent's system from the Incumbent Frequencies to the Replacement Frequencies.

(b) Payment Terms. In order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will pay the costs incurred to reconfigure Incumbent's system in an amount not to exceed the Cost Estimate. Nextel will make payments in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party service vendor identified on the Cost Estimate ("Vendor").

(i) Prior to the Closing Date, Incumbent will submit to Nextel documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating the actual costs that Incumbent reasonably incurred or paid to other entities to reconfigure Incumbent's system ("Actual Costs"). Upon receipt by Nextel of documentation of the Actual Costs, Nextel and Incumbent will reconcile the Actual Costs against the payments made by Nextel to Incumbent and the Parties will agree upon the amount of any additional payments (subject to Section 8) due to Incumbent or any refunds due to Nextel. (The effective date of agreement on reconciliation and signing of the Closing documents is the "Reconciliation Date".)

(ii) Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Reconciliation Date, provided the additional payments do not

result from Actual Costs that exceed the Cost Estimate (in which case the provisions of Section 3(b)(iii) of this Agreement will apply). Any refunds due from the Incumbent to Nextel will be made within thirty (30) days of the Reconciliation Date.

(iii) In the event Incumbent's Actual Costs exceed the Cost Estimate, Incumbent must submit a Change Notice pursuant to Section 8 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Costs exceeding the Cost Estimate. Approval of any Change Notice will not be automatic but will be processed in accordance with Section 8 of this Agreement. Additional payments due to Incumbent, which result from an excess of Actual Costs over the Cost Estimate, as agreed on the Reconciliation Date, will be disbursed to Incumbent within thirty (30) days of the Transition Administrator's approval of a Change Notice.

(iv) Prior to the Closing Date, Nextel will pay on behalf of itself and Incumbent, both Parties' applicable sales and transfer taxes, if any, and all FCC fees in connection with the preparation and filing of the necessary FCC applications for the assignment(s) described in Section 2 of this Agreement.

4. **Reconfiguration Equipment:** If needed in order to facilitate the Incumbent's transition to the Replacement Frequencies, Nextel will loan any equipment identified in Schedule D as "Loaned Reconfiguration Equipment". Nextel will deliver any Loaned Reconfiguration Equipment to Incumbent in accordance with Schedule D. Any Loaned Reconfiguration Equipment will be returned to Nextel by Incumbent prior to the Closing Date.

5. **Retuning Cooperation:** Nextel will ensure that the Replacement Frequencies will be cleared of all users within thirty (30) days of a date to be determined. Nextel will notify Incumbent of the decommissioning of the Replacement Frequencies within five (5) days following completion of the decommissioning. Incumbent will then have thirty (30) days following receipt of notice of the decommissioning of the Replacement Frequencies to clear all users from the Incumbent Frequencies. Incumbent will notify Nextel that Incumbent has cleared the Incumbent Frequencies of users within five (5) days following the clearing.

6. **Representations and Warranties:** Each Party represents and warrants to the other as follows:

(a) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation;

(b) this Agreement has been duly authorized and approved by all required organizational action of the Party;

(c) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will conflict with, or result in any material violation or default under, any term of its articles of incorporation, by-laws or other organizational documents or any agreement, mortgage, indenture, license, permit, lease, encumbrance or other instrument, judgment, decree, order, law or regulation by which it is bound;

(d) it is the lawful and exclusive FCC licensee of its respective license(s) described in this Agreement, such licenses are valid and in good standing with the FCC, and it has the authority to request the FCC to assign, modify or cancel such licenses;

(e) there is no pending or threatened action or claim that would have the possible effect of enjoining or preventing the consummation of this Agreement or awarding a third party damages on account of this Agreement; and

(f) to the best of its knowledge, all information provided to the other Party concerning the transactions contemplated by this Agreement is true and complete.

All representations and warranties made in this Agreement shall survive the Closing (defined below) for two (2) years.

7. **Covenants:** From the Effective Date until the Closing Date (defined below), each Party will promptly notify the other Party of any pending or threatened action by the FCC or any other governmental entity or third party to suspend, revoke, terminate or challenge any license described in this Agreement or to investigate the construction, operation or loading of any system authorized under such licenses. From the Effective Date until the Closing Date, Incumbent will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any license for the Incumbent Frequencies, and Nextel will not enter into any agreement resulting in, or otherwise cause, the encumbrance of any of the Replacement Frequencies.

8. **Changes:** The Parties acknowledge that as the Reconfiguration of Incumbent's facilities proceeds in accordance with the work contemplated by the Cost Estimate, the need for changes to the scope of such work may arise. The Parties agree that their review of any such needed changes must be performed expeditiously to keep the work on schedule and that they will provide sufficient staff to manage changes. If either Party believes that a change to the work contemplated by the Cost Estimate is required (including changes by Vendors), such Party will promptly notify the other Party in writing. Such written notice (the "Change Notice") shall set forth (i) a description of the scope of the change to the work contemplated by the Cost Estimate believed to be necessary and (ii) an estimate of any increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. A Party receiving a Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Cost Estimate and schedule and negotiate the change in good faith with the other Party. After the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 25 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Cost Estimate and in the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies. Incumbent is responsible for all unauthorized changes necessary as it relates to work performed by a Vendor on behalf of Incumbent. No change to the Cost Estimate, the work contemplated by the Cost Estimate or the time required to reconfigure Incumbent's existing facilities to operate on the Replacement Frequencies shall become effective until the Transition Administrator has approved the change in writing and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 25.

9. **Closing:** The closing ("Closing") of the transactions contemplated by this Agreement will take place within thirty (30) days after (i) FCC approval of the assignment of the Incumbent Frequencies to Nextel and/or deletion of the Incumbent Frequencies from the Incumbent Licenses, (ii) FCC approval of the modification to add the Replacement Frequencies to the Incumbent Licenses with no material conditions or the creation of a new license for Incumbent with no material conditions that includes the Replacement Frequencies, (iii) the earlier of notification by Incumbent to Nextel that the Incumbent Licenses have been decommissioned or sixty-five (65) days following the date Nextel notifies Incumbent that the Replacement Frequencies have been decommissioned, (iv) delivery by Incumbent of all receipts, invoices and other documentation required to substantiate the Actual Cost and certification that any Actual Costs for internal labor are consistent with the Transition Administrator Incumbent Labor Rate Reimbursement Policy as identified at www.800TA.org, (v) FCC approval of the modification and/or cancellation of the FCC licenses Nextel holds for the operation of 800 MHz frequencies that are co-channels of the Replacement Frequencies, to the extent required to meet the technical short-spacing

requirements of Section 90.621(b) of the FCC's Rules, 47 C.F.R. § 90.621(b), as such rule may be amended from time to time by the FCC, (vi) the refund to Nextel or payment to Incumbent as described in Section 3(b)(ii), (if applicable) and (vii) the satisfaction of all other conditions specified in this Agreement (the "Closing Date").

10. **Closing Conditions:** Performance of each Party's Closing obligations is subject to satisfaction of the following conditions (except to the extent expressly waived in writing by the other Party):

(a) the continued truth and accuracy of the other Party's representations and warranties set forth in this Agreement;

(b) all of the covenants of the other Party described in this Agreement are performed in all material respects; and

(c) execution and delivery by the other Party of Closing documents as well as any other Closing instruments and documents either Party or its counsel may reasonably request. Incumbent will execute and deliver to Nextel a closing certification required by the Transition Administrator ("Completion Certification").

(d) The Parties will cooperate in good faith and exercise their reasonable best efforts to finalize and execute these instruments and documents on or prior to the Closing Date in order to effect the Reconfiguration contemplated.

11. **Review Rights:** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other supporting evidence related to the costs that Incumbent has expended in connection with the Reconfiguration contemplated by this Agreement and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until eighteen (18) months after the date of Incumbent's executed Completion Certification required by this Agreement or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.

12. **Excluded Assets; No Assumption of Liabilities:** Nothing in this Agreement should be construed as a transfer or assignment from either Party to the other Party of any assets (including FCC licenses) except as expressly set forth in this Agreement. Other than as expressly provided in this Agreement, neither Party is obligated to assign and transfer to the other any asset, tangible or intangible, nor is either Party entitled to assume any asset, tangible or intangible. Neither Party is assuming, nor is either Party responsible for, any liabilities or obligations of the other Party arising out of or in connection with the other Party's licenses (or related systems and facilities) that are the subject of this Agreement.

13. **Confidentiality:** The terms of this Agreement and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel's business, and Incumbent's business must be kept confidential by the Parties and their employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive final payment or termination of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law (specifically § 2.2-3700 et seq. of the Code of Virginia) and to the Transition Administrator as required to perform obligations under this Agreement, provided, however, that each Party will cause all of its Agents to honor the provisions of this Section. Notwithstanding the foregoing, Nextel acknowledges that the Incumbent is working cooperatively with other state and local governing bodies and agencies and public

safety entities in the Hampton Roads Region, including, the City of Chesapeake; the City of Hampton; the City of Virginia Beach; the City of Newport News; the City of Portsmouth; the City of Suffolk; and York County (collectively, the Hampton Roads Communities") to coordinate a regional rebanding effort. Nextel further acknowledges that as part of this regional rebanding effort Incumbent will share relevant planning, technical, and engineering documentation with the Hampton Roads Communities for the sole purpose of coordinating the regional rebanding effort. Nextel agrees that documentation shared by the Incumbent with the Hampton Roads Communities shall not be deemed a violation of this Agreement.

14. **Cooperation**: The Parties will cooperate with each other and the Transition Administrator with respect to the Reconfiguration work contemplated by this Agreement. Without limiting the foregoing obligations, the Parties agree to cooperate in the preparation of any applications required to be filed with the FCC, and Incumbent agrees to provide reasonable access to its facilities so that the Transition Administrator may comply with any audit obligations and so any Reconfiguration work contemplated by this Agreement may be performed in accordance with the Cost Estimate and performance schedule. If a Party is subject to a denial of FCC benefits for delinquent non-tax debts owed to the FCC that would prevent or delay the timely processing of any FCC applications, such Party shall cure such delinquency in an expeditious manner and at its sole expense.

15. **Indemnification**: From and after the Closing Date, Nextel will indemnify and defend Incumbent, its officers, directors, employees and agents, from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Costs"), asserted against, imposed upon or incurred by Incumbent arising from or related to: (i) any breach of any covenant, agreement, representation or warranty of Nextel contained in, or made pursuant to, this Agreement; or (ii) any and all liabilities (including successor liabilities) or obligations relating to periods prior to the Closing Date resulting from Nextel's operation of the system operated pursuant to the Incumbent Licenses or the Nextel Licenses, as applicable, or the ownership or use of those licenses or from Nextel's employment, or termination of employment, of its employees. The obligations under this Section survive the Closing for a period of three (3) years.

16. **Disputes**: The Parties agree that any dispute related to the Replacement Frequencies, Nextel's obligation to pay any cost of the Reconfiguration of Incumbent's system contemplated by this Agreement, or the comparability of Incumbent's reconfigured system to Incumbent's existing system prior to Reconfiguration, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it may be amended from time to time.

17. **No Gratuities**: No gift, gratuity, credit, thing of value or compensation of any kind shall be offered or provided by Incumbent, directly or indirectly, to any officer, employee or official of Nextel for the purpose of improperly obtaining or rewarding favorable treatment under this Agreement.

18. **Liens**: If any liens or security interests attach to any of Incumbent's facilities in favor of any vendor or service provider that is performing any Reconfiguration work contemplated by this Agreement as a result of Nextel's breach of any obligation to make direct payment (not in dispute) to such vendor or services provider, Nextel upon receipt of Notice from Incumbent will cooperate to remove any Liens.

19. **Vendor Performance Issues**: Incumbent will select and contract directly with any vendor or service provider performing work required to reconfigure the Incumbent's existing facilities to operate on the Replacement Frequencies. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Vendor to perform its obligations under any contract entered into between Incumbent and such Vendor in connection with the Reconfiguration contemplated by this Agreement.

20. **Title to Replaced Equipment:** If the work required to reconfigure the Incumbent's existing facilities to operate on the Replacement Frequencies involves the replacement of any of Incumbent's existing equipment ("Replaced Equipment") with equipment the cost of which is being paid by Nextel pursuant to this Agreement ("Replacement Equipment") as listed in Schedule D, then (i) title to Replaced Equipment shall pass to Nextel at Closing free and clear of liens and any other encumbrances, and (ii) Incumbent shall execute such documentation as Nextel may reasonably request to transfer title to Nextel and shall deliver the Replaced Equipment to Nextel at Nextel's costs and pursuant to Nextel's instructions. Title to Replacement Equipment provided by Nextel will pass to Incumbent at Closing and Nextel shall execute such documentation as Incumbent may reasonably request to transfer title to Incumbent free and clear of liens.

21. **Termination:** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach or (iii) by Nextel in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an "Adverse Decision" means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Nextel determines, in its sole discretion, to be adverse to its interests. In the event of termination, the Parties shall take all necessary action (including preparing and filing FCC documents) to return the *status quo ante* on the date of this Agreement. In the event of termination, Nextel shall pay all costs associated with the return to the *status quo ante* except if such termination was due to an uncured material breach by Incumbent.

22. **Reserved.**

23. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

If to Incumbent, to: City of Norfolk, VA 1112 Azalea Garden Road Norfolk, VA 23502 Attn: Harry V. Yeomans Phone: (757) 441-5800 Fax: (757) 441-3803	If to Nextel, to: Nextel Communications of the Mid-Atlantic, Inc. c/o Nextel Communications, Inc. 2001 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4000 Fax: (703) 433-4483
	With a copy that shall not constitute Notice: Nextel Communications, Inc. 6575 The Corners Parkway Norcross, GA 30092 Attn: William Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252

24. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.

25. **Amendments:** This Agreement, including without limitation the scope of work contemplated hereby and the Estimated Cost thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.

26. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided for in Sections 3(b), 8, 11, 14, 19 and 25.

27. **Venue:** The Parties agree that the proper venue for any proceeding at law or in equity shall be Norfolk, Virginia or in the District Court for the Eastern District of Virginia.

28. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is governed by the laws of the Commonwealth of Virginia without regard to conflicts of law principles thereof. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart.

CONFIDENTIAL

In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

INCUMBENT:
City of Norfolk

By: [Signature]
City Manager

ATTEST:

By: [Signature]
City Clerk

CONTENTS APPROVED:

By: [Signature]
Director of Information Technology

FORM AND CORRECTNESS APPROVED:

By: [Signature]
Deputy City Attorney

NEXTEL:

Nextel Communications of the Mid-Atlantic, Inc.

By: [Signature]
Name:
Title:

WILLIAM M JENKINS
AUTHORIZED SIGNATORY

SCHEDULE A**Incumbent Frequencies**Incumbent's Name: City of Norfolk, VA

Incumbent Assigns to Nextel:

CALLSIGN	Frequencies	Licensee	Location	# of Freqs	Exp. Date	Lat (N)	Long (W)
WNLT925	860.2375	NORFOLK, CITY OF	NORFOLK, VA	1	04/06/2015	36-54-45.5	76-15-3.8
WNLT925	860.2375	NORFOLK, CITY OF	NORFOLK, VA	1	04/06/2015	36-50-46.5	76-17-5.8
WNLT925	860.9875	NORFOLK, CITY OF	NORFOLK, VA	1	04/06/2015	36-54-45.5	76-15-3.8
WNLT925	860.9875	NORFOLK, CITY OF	NORFOLK, VA	1	04/06/2015	36-50-46.5	76-17-5.8
WPVL422	866.0125	NORFOLK, CITY OF	NORFOLK, VA	1	07/09/2012	36-50-43	76-17-8
WPVL422	866.5125	NORFOLK, CITY OF	NORFOLK, VA	1	07/09/2012	36-50-43	76-17-8
WPVL422	867.0125	NORFOLK, CITY OF	NORFOLK, VA	1	07/09/2012	36-50-43	76-17-8
WPVL422	867.5125	NORFOLK, CITY OF	NORFOLK, VA	1	07/09/2012	36-50-43	76-17-8
WPVL422	868.0125	NORFOLK, CITY OF	NORFOLK, VA	1	07/09/2012	36-50-43	76-17-8

SCHEDULE B**Replacement Frequencies**Incumbent's Name: City of Norfolk, VA

Nextel Assigns to Incumbent:

Replacement Frequencies	Lat (N)	Long (W)	ERP (W)	Gnd Elev (ft)	Ant. Height (ft)	New Licensee	Location
851.0125	36-50-43	76-17-8	250	11	197	NORFOLK, CITY OF	NORFOLK, VA
851.5125	36-50-43	76-17-8	250	11	197	NORFOLK, CITY OF	NORFOLK, VA
852.0125	36-50-43	76-17-8	250	11	197	NORFOLK, CITY OF	NORFOLK, VA
852.5125	36-50-43	76-17-8	250	11	197	NORFOLK, CITY OF	NORFOLK, VA
853.0125	36-50-43	76-17-8	250	11	197	NORFOLK, CITY OF	NORFOLK, VA
854.1625	36-50-46.5	76-17-5.8	684	10	253	NORFOLK, CITY OF	NORFOLK, VA
854.1625	36-54-45.5	76-15-3.8	312	10	180	NORFOLK, CITY OF	NORFOLK, VA
857.5125	36-50-46.5	76-17-5.8	684	10	253	NORFOLK, CITY OF	NORFOLK, VA
857.5125	36-54-45.5	76-15-3.8	312	10	180	NORFOLK, CITY OF	NORFOLK, VA

<ul style="list-style-type: none"> Retune combiners and set all base station power levels at both sites to enable trunking system operation on the new trunking channel 1 frequency (857.5125) and the new trunking channel 6 frequencies (854.1625). <p>Cost: \$140/Combiner (\$140) (2 Combiners) = \$280</p>	City of Norfolk, VA (Incumbent) Attention: Harry V. Yeomans, Wireless Communications Manager 1112 Azalea Garden Road Norfolk, VA 23502-5612 (Incumbent)	\$280.00
<ul style="list-style-type: none"> Optimize channels 1 and 6 to insure proper simulcast operation on the new channel 1 and the new channel 6. <p>Cost: \$35/channel (\$35) (2 channels) (2 sites) = \$140</p>		\$140.00
<ul style="list-style-type: none"> Reprogram Site Lens and System Watch to operate on the new trunking channel 1 frequency (857.5125) and the new trunking channel 6 frequency (854.1625). 		No Charge
<ul style="list-style-type: none"> Flash upgrade, reprogram and align 604 existing City of Norfolk mobiles with flash upgrade kits provided by Nextel. <p>Cost: \$45/unit (\$45) (604 radios) = \$27,180.00</p>		\$27,180.00
<ul style="list-style-type: none"> Flash upgrade, reprogram and align 1329 existing City of Norfolk portables with flash upgrade kits provided by Nextel. <p>Cost: \$45/unit (\$45) (1329 radios) = \$59,805.00</p>		\$59,805.00
<ul style="list-style-type: none"> Remove 375 mobile radios incapable of being upgraded from vehicle, return to Nextel. Nextel to fund cost for shipping. <p>Cost: \$40/removal (\$40) (375 radios) = \$15,000</p>		\$15,000.00
<ul style="list-style-type: none"> Program and process 375 rebanded replacement mobile radios provided by Nextel <p>Cost: \$45/radio (\$45)(375 radios) = \$16,875</p>		\$16,875.00

<ul style="list-style-type: none"> Install rebanded replacement mobile radios furnished by Nextel <p>Cost: \$75/installation (\$75) (375 radios) = \$28,125</p> <ul style="list-style-type: none"> Program, process, and distribute 168 rebanded replacement portable radios provided by Nextel. <p>Cost: \$45/radio (\$45) (168) = \$7,560</p> <ul style="list-style-type: none"> Program 5 base stations to operate on the 5 new NPSPAC frequencies with control by the Dispatch Center. <p>Cost: \$35/base station (\$35) (5) = \$175.00</p> <ul style="list-style-type: none"> Retune combiner and set power levels on 5 NPSPAC base stations. <p>Cost: \$70/combiner (\$70) (1) = \$70.00</p>	<p>City of Norfolk, VA (Incumbent) Attention: Harry V. Yeomans, Wireless Communications Manager 1112 Azalea Garden Road Norfolk, VA 23502-5612 (Incumbent)</p>	<p>\$28,125.00</p> <p>\$7,560.00</p> <p>\$175.00</p> <p>\$70.00</p>
Engineering/Consulting Fees (list description of work being performed)	N/A	N/A
<p>Legal Fees</p> <p>Contract review and negotiations</p> <p>Cost: \$295/hour (\$295) (25 hours) = \$7,375</p>	<p>Moss & Barnett Attention: Brian Grogan 4800 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402 (Vendor)</p>	<p>\$7,375.00</p>
<p>Other Costs (provide detailed description of nature of cost)</p> <p>Planning of Phase II, Wave I</p> <p>80 hours x \$35/hour = \$2,800</p>	<p>City of Norfolk, VA (Incumbent) Attention: Harry V. Yeomans, Wireless Communications Manager 1112 Azalea Garden Road Norfolk, VA 23502-5612 (Incumbent)</p>	<p>\$2,800.00</p>
Total Estimated Costs		\$165,665

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs listed on Schedule C are comparable to costs that vendor previously charged Incumbent for similar work.

Signature:



Print Name:

HARRY J. YEOMANS

Title:

WIRELESS COMMUNICATIONS MANAGER

Phone Number:

(757) 441-5860

E-mail

harry.yeomans@norfolk.gov

Date:

3-12-07

SCHEDULE D

1) Motorola Schedule D Equipment (to be provided by Motorola) – Motorola radios, flash- kits and accessories only

Motorola Subscriber Services will not be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
370	Mobile Radio	Smartnet	NA	XTL2500 RB (Dash)
5	Consolette (W7)	Smartnet	NA	XTL5000
168	Portable Radio (with charger & 2 HiCap Batteries)	Smartnet	NA	XTS2500 RB
1,933	Flash Kits (# of Flashes)	FLASHport		Motorola

* Spectra Consolette at Kings Daughters Hospital is controlled by a DGT 9000 Remote

2) Replaced Equipment (to be delivered to Motorola following receipt of replacement equipment from Motorola)

Quantity	Description	Radio Software	Encryption	Mounting	Model Number
32	C3 Maxtrac Mobile	Smartnet	NA	Dash	D35MWA5GC3AK
43	C5 Spectra Mobile	Smartnet	NA	Dash	D35ZXA5JC5AK
13	C7 Spectra Mobile	Smartnet	NA	Dash	D35ZXA5JC7AK
5	Spectra Consolette	Smartnet	NA	NA	L35ZXM5174AM
282	LCS2000 Mobile	Smartnet	NA	Dash	M01UCGD6DC5BN
168	LTS2000 Portables (with charger & 2 HiCap Batteries)	Smartnet	NA	NA	H10UCH6DC5BN

* Spectra Consolette at Kings Daughters Hospital is controlled by a DGT 9000 Remote

Exhibit A

Incumbent Information

The following questions are required for processing Electronic Funds Transfers and if Incumbent wants Nextel to complete the FCC filings on its behalf. All information contained herein shall be kept strictly confidential and will be used only in completion of the Frequency Reconfiguration transaction.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: CITY OF NORFOLK, VA.
Contact: HARRY J. YEDMAN Title: WIRELESS COMMUNICATIONS MANAGER
Address: 1112 AZALEA GARDEN ROAD
City/State/Zip: NORFOLK, VA. 23502
Phone: (757) 44-5800
Fax: (757) 44-5803

If not identified in the contract, please provide the following:

If Incumbent is a Partnership, please provide name, address and phone numbers of all other partners:

Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____

II. BANK ACCOUNT INFORMATION (Required for payment via electronic funds transfer.)

Name of Bank: _____
Address of Bank: _____
City/State/Zip: _____
Bank Phone #: _____
ABA (Routing #): _____
Account #: _____
Name on Account: _____
Federal, State or Individual SS #: _____
Name of Brokerage Firm (if applicable): _____
Brokerage Account # (if applicable): _____

In the event Incumbent will not provide information for electronic funds transfer, Incumbent acknowledges that all payments made by check will be mailed within thirty (30) days of the date of performance required by Incumbent (for each payment) as stipulated in the Agreement.

Acknowledged by Incumbent: Harry J. Yedman (signature
required only if Incumbent does not want an electronic funds transfer)

III. TAX INFORMATION

The Internal Revenue Service and state tax authorities require Nextel to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Nextel to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent's Federal, State or Individual Tax ID #,
FEIN (Federal) or SSN (individuals):

54-600455

State(s) – sales tax license, resale permit,
employment, etc.):

Local (if applicable):

Current State and County location for your
principal executive office:

NORFOLK, VA

If there has been more than one location for the
principal executive office within the past five (5)
years, list each such City/County/State location:

IV. REGULATORY INFORMATION

Would you like Nextel's Regulatory department to prepare and file all necessary FCC paperwork
on your behalf? Yes / No

If yes, please provide the following Universal Licensing
System ("ULS") information for your licenses:

FRN (FCC Registration Number): 0002033777

ULS PASSWORD: 436864

Contact Representative for any FCC related issues:

Name: HARRY YEMANS

Phone Number: (757) 441-5800

If no, please provide the following information
regarding who will take care of the preparation and
filing of all necessary FCC paperwork on your behalf:

Contact Name: _____

Organization: _____

Address: _____

City: _____

State/Zip: _____

Phone Number: _____

Email Address: _____

I hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.

Incumbent Signature: *Paul J. Jones*

Print Name: HARRY J. JONES

Title: WIRELESS COMMUNICATIONS MANAGER

Date: 3-2-07

AMENDMENT #1 TO FREQUENCY RECONFIGURATION AGREEMENT

THIS AMENDMENT #1 TO FREQUENCY RECONFIGURATION AGREEMENT dated December 17, 2009 ("Amendment #1") amends and revises that certain Frequency Reconfiguration Agreement (the "Agreement"), dated the 28th of March, 2007, by and between **The City of Norfolk** ("Incumbent") and **Nextel Communications of the Mid-Atlantic, Inc.** ("Nextel").

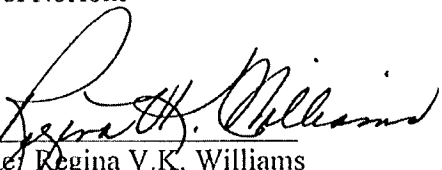
Incumbent and Nextel hereby agree to amend and revise the Agreement as follows:

1. **Schedule C:** Schedule C to the Agreement is revised and replaced in its entirety with the Schedule C-1 attached to this Amendment #1.
2. **Schedule D:** Schedule D is revised and replaced in its entirety with the Schedule D-1 attached to this Amendment #1.


All capitalized terms not defined herein shall have the definitions set forth in the Agreement. Except as set forth above, there is no other revision or amendment to the Agreement or the obligations of the Incumbent and Nextel, and the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment #1 as of the date first written above.


INCUMBENT
City of Norfolk

By: 
Name: Regina V.K. Williams
Title: City Manager

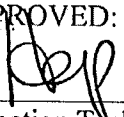
ATTEST:


City Clerk

NEXTEL
Nextel Communications of the Mid-Atlantic, Inc.

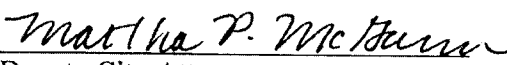
By: 
Name:
Title: WILLIAM M JENKINS
AUTHORIZED SIGNATORY

CONTENTS APPROVED:



Director of Information Technology

FORM AND CORRECTNESS APPROVED:



Deputy City Attorney

SCHEDULE C - 1

800 MHZ RECONFIGURATION

COST ESTIMATE - CERTIFIED REQUEST

Request for Reconfiguration Funding

Incumbent's Name: NORFOLK, CITY OF, VA PH II

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the estimated reconfiguration costs included below:

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Estimated Cost(s) for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent \$79,145.00 within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit A). Nextel will pay any outstanding balance of the Actual Costs due to Incumbent within 30 days after the Reconciliation Date (as "Actual Costs" and "Reconciliation Date" are defined in Section 3(b)(i)).

Vendor Payment Terms: Nextel will pay each Vendor an amount not to exceed the Estimated Cost(s) for that Vendor with respect to each category of work, as set forth below. Nextel will pay each Vendor within 30 days after receipt by Nextel of (A) an invoice from the Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Vendor invoice.

Description of Work To Be Performed	Payee(separately identify Incumbent and each Vendor being paid for work performed)	Estimated Cost(s) for Incumbent and Each Vendor (Not to Exceed listed amount)
I. Subscriber Equipment Reconfiguration <ul style="list-style-type: none">Flash upgrade, reprogram and align 604 existing City of Norfolk mobiles with flash upgrade kits provided by Nextel. (604 @ \$45.00 /unit = \$27,180.00)Flash upgrade, reprogram and align 1329 existing City of Norfolk portables with flash upgrade kits provided by Nextel. (1329 @ \$45.00 /unit = \$59,805.00)Remove 375 mobile radios incapable of being upgraded from vehicle, return to Nextel. Nextel to fund cost for shipping. (375 @ \$40.00 /unit = \$15,000.00)Program and process 375 rebanded	(Incumbent) Norfolk	\$154,790.00

<p>replacement mobile radios provided by Nextel (375 @ \$45.00 /unit = \$16,875.00)</p> <ul style="list-style-type: none"> • Install rebanded replacement mobile radios furnished by Nextel (375 @ \$75.00 /unit = \$28,125.00) • Program, process, and distribute 168 rebanded replacement portable radios provided by Nextel (168 @ \$45.00 /unit = \$7,560.00) • Program 5 base stations to operate on the 5 new NPSPAC frequencies with control by the Dispatch Center (5 @ \$35.00 /unit = \$175.00) • Retune combiner and set power levels on 5 NPSPAC base stations (1 @ \$70.00 /unit = \$70.00) 		
<p>II. Infrastructure Equipment Reconfiguration a. Infrastructure Equipment Reconfiguration Services</p> <ul style="list-style-type: none"> • Install new code plugs to enable trunking system operation on the new trunking channel 1 frequency (857.5125) and the new trunking channel 6 frequencies (854.1625). Cost: \$70/Controller; (\$70) (2 Controllers) (2 @ \$70.00 /unit = \$140.00) • Reprogram and optimize Quantar base stations 1 and 6 at the prime and remote sites to enable trunking system operation on the new trunking channel 1 frequency (857.5125) and the new trunking channel 6 frequencies (854.1625). Cost: \$35/Quantar; (\$35) (2 Quantars) (2 sites) (2 units @ 2.00 hrs each @ \$35.00 /hr = \$140.00) • Retune combiners and set all base station power levels at both sites to enable trunking system operation on the new trunking channel 1 frequency (857.5125) and the new trunking channel 6 frequencies (854.1625). Cost: \$140/Combiner; (\$140) (2 Combiners) (2 @ \$140.00 /unit = \$280.00) • Optimize channels 1 and 6 to insure proper simulcast operation on the new channel 1 and the new channel Cost: \$35/chann; (\$35) (2 channels) (2 sites) (2 units @ 2.00 hrs each @ \$35.00 /hr 	<p>(Incumbent) Norfolk</p>	<p>\$700.00</p>

= \$140.00)		
Reprogram Site Lens and System Watch to operate on the new trunking channel 1 frequency (857.5125) and the new trunking channel 6 frequency (854.1625). No Charge		
III. Professional Services Costs <ul style="list-style-type: none"> Planning of Phase II, Wave I (80hrs @ \$35.00 /hr = \$2,800.00) 	(Incumbent) Norfolk	\$2,800.00
IV. Contracts and Legal Costs <ul style="list-style-type: none"> Contract review and negotiations (25hrs @ \$295.00 /hr = \$7,375.00) 	(Vendor) Moss & Barnett	\$7,375.00
Amendment - 1 (New)		
Description of Work To Be Performed	Payee	Estimated Cost(s)
I. Subscriber Equipment Reconfiguration <ul style="list-style-type: none"> Second Touch of radios assigned to police and fire to remove NPSPAC MA channels. (1424 @ \$30.00 /unit = \$42,720.00) 	(Incumbent) Norfolk	\$42,720.00
b. Infrastructure Equipment Reconfiguration Equipment/Software: <ul style="list-style-type: none"> 6809 28 Channel Code Plug - Model No:UOST-0001 (4 @ \$1,298.00 /Each) 	(Vendor) Motorola	\$5,192.00
Amended Cost Totals:		
Norfolk	Incumbent	\$201,010.00
Motorola	Vendor	\$5,192.00
Moss & Barnett	Vendor	\$7,375.00
Total Estimated Costs		\$213,577.00

Certification

Pursuant to the Order, Incumbent hereby certifies to the Transition Administrator appointed pursuant to the Order that the funds requested above are the minimum necessary to provide Incumbent reconfigured facilities comparable to those presently in use in a manner that is reasonable, prudent and timely. Incumbent further certifies, to the best of Incumbent's knowledge, that any vendor costs identified on the Schedule C are comparable to costs previously charged by each such vendor to Incumbent.

Signature: *Jerry Burkhalter*
Print Name: JERRY BURKHALTER
Title: WIRELESS COMMUNICATIONS MANAGER
Phone Number: (757) 441-5800
E-mail: jerry.burkhalter@norfolk.gov
Date: 11-10-09

SCHEDULE D - 1

1) Reserved

2) Reserved

3) Reserved

4) Motorola Schedule D Equipment (to be provided by Motorola) - Motorola radios and flash-kits and accessories only

a) Reserved

b) Motorola Subscriber Services will not be provided for the following Motorola Schedule D Equipment

Quantity	Description	Radio Software	Encryption	Model Number
370	Mobile Radio	Smartnet		XTL2500 RB (Dash)
5	Consolette (W7)	Smartnet		XTL5000
168	Portable Radio (with charger & 2 HiCap Batteries)	Smartnet		XTS2500 RB
1933	Flash Kits (# of Flashes)	FLASHport		Motorola
	Amendment #1			
-1683	Flash Kits (# of Flashes)	FLASHport		Motorola

5) Motorola Replaced Equipment (to be delivered to Motorola within 30 days of receipt of Motorola Schedule D Equipment)

Quantity	Description	Radio Software	Encryption	Mounting	Model Number
32	C3 Maxtrac Mobile	Smartnet	NA	Dash	D35MWA5GC3AK
43	C5 Spectra Mobile	Smartnet	NA	Dash	D35ZXA5JC5AK
13	C7 Spectra Mobile	Smartnet	NA	Dash	D35ZXA5JC7AK
5	Spectra Consolette	Smartnet	NA	NA	L35ZXM5174AM
282	LCS2000 Mobile	Smartnet	NA	Dash	M01UCGD6DC5BN
168	LTS2000 Portables (with charger & 2 HiCap Batteries)	Smartnet	NA	NA	H10UCH6DC5BN